Supreme Court, U.S.
FILED
APR 2 9 2000
CLERK

(3)

No. 99-1569

In The

Supreme Court of the United States

Fred Davis

Petitioner,

v.

Hanover Insurance Co.

Respondent.

Petition For Writ Of Certiorari
To The Massachusetts Supreme Judicial Court

PETITIONER'S REPLY BRIEF

Fred Davis
353 Bryant Street
Malden, Massachusetts 02148
(781) 322-8223

9 pp

I. PETITIONER'S UNITED STATES CONSTITUTIONAL RIGHTS HAVE BEEN VIOLATED

Respondent, Hanover Insurance Company and their attorney, George R. Suslak are telling falsehoods and misrepresenting the facts to this Honorable Court in the same manner as they have done in the inferior courts in Massachusetts.

Petitioner was deprived of his United States Constitutional Rights as set forth in the seventh amendment to the United States Constitution.

Respondent, Hanover Insurance Company shows no evidence that petitioner, Fred Davis was not deprived of his United States Constitutional rights.

II. RESPONDENT, HANOVER INSURANCE COMPANY DOES NOT DENY THEY EMPLOYED THE BAIT AND SWITCH ACTS TO STEAL MONIES FROM THE PETITIONER, FRED DAVIS

Respondent, Hanover Insurance does not deny the fact that they used their famous bait and switch fraudulent acts to steal monies from the petitioner, who is a disabled person.

Petitioner is disabled because of the respondent Hanover Insurance Company and they admit liability, however, they don't want to pay him and are using all kinds of acts including fraud to steal monies that are due him.

Now the respondent, Hanover Insurance Company and their attorney, George R. Suslak are using their famous cover-up, by means of deliberately lying to the court and stating this issue was not brought up before.

They know perfectly well that this issue was

brought up before this appeal.

The respondent, Hanover Insurance Company and their attorney Suslak are knowingly and wilfully lying to this court.

Hanover Insurance Company must be banned from conducting business in the United States of America, for the protection of the public interest from this fraudulent company who steals monies from the public.

III. THERE IS NO ATTORNEY'S LIEN

Respondent, Hanover Insurance Company and attorney Suslak lied to this court when they stated that they received a lien from Stuart Ravech.

Respondent and their attorney have affixed ninety-one pages of appendices to their brief in opposition, however, there is no evidence submitted to this court that they received any attorney's lien.

IV. HANOVER INSURANCE COMPANY DID NOT INSIST THAT SETTLEMENT DRAFT INCLUDE THE NAME OF MR. RAVECH

Hanover Insurance Company and their attorney Suslak are again telling falsehoods to the court, when they state "Hanover insisted that any settlement draft include the name of petitioner's prior lawyer Mr. Ravech" (respondent's brief in opposition page 3).

Hanover Insurance Compay did not insist Mr. Ravech's name be on the draft.

Respondent, Hanover Insurance Company and attorney Suslak have affixed ninety-one (91) pages of appendices to their brief in opposition, however, there is no evidence submitted to this court that they insisted that any settlement draft include the name of the petitioner's prior lawyer Mr. Ravech.

Hanover Insurance Company only wanted their name on the release **SEE PETITIONER'S PETITION APP. P. 9.**

Settlement draft was to be made payable to Fred Davis and his attorney, Robert T. Abrams **SEE PETITIONER'S PETITION APP. P. 4.**

Since the petitioner was not paid within the 30 days, petitioner informed Hanover Insurance Company to return his original signed release and all documents in their possession, and others, however there was no response from them to return these documents.

The facts and evidence clearly fortifies that Hanover Insurance Company and their attorneys Suslak & Flanagan are swindlers and are using the courts and United States Mail Service to achieve this goal.

In addition, Mr. Flanagan was not the attorney of record and he had no right in representing Hanover Insurance Company.

Here again, Hanover Insurance Company and Mr. Suslak are lying to the court.

The issue that Mr. Flanagan was not the attorney of record was brought before the inferior courts of Massachusetts.

V. THE CASE WAS NOT SETTLED

HANOVER Insurance and Mr. Suslak are not telling the truth.

The case was not settled.

"Hanover Insurance and Suslak states case was settled by the parties", however, they show no evidence that the case was settled.

They show no name/names and addresses of individuals who reported the case settled.

Hanover Insurance Company nor Mr. Suslak show any evidence of cancelled check that was paid to the petitioner, so how can the case be settled?

Petitioner Davis did not receive one penny for his injuries nor was he paid for damages to his motor vehicle.

Something is very strange in the entry in the inferior court's records. (1) There is no name/ names of the person/persons who reported the case settled (2) No notices were mailed informing anyone the case was settled (3) The name of the person who made the so-called entry is not the name of any person being employed or ever being employed in the inferior court's system in Massachusetts.

The facts and evidence clearly reveal that the case was not settled and Hanover Insurance company committed a felony by stealing monies from the petitioner, Fred Davis.

VI. HANOVER INSURANCE COMPANY HAS NO DEFENSE IN OPPOSITION TO PETITIONER FRED DAVIS' PETITION OF WRIT OF CERTIORARI

Respondent, Hanover Insurance Company's lists of authorities are not applicable to this action.

Hanover Insurance Company and Mr. Suslak is using their famous cover-up which is nothing but a fraud, deceit and an obstruction of justice.

Hanover Insurance Company and Mr. Suslak state "Petitioner raised this issue for the first time"

These statements are falsehoods with the actual intent to deceive and fraud the court.

All issues presented to this Honorable Court in Petitioner's Petition For Writ of Certiorari have been presented to the inferior courts of Massachusetts.

Mr. Suslak does not deny, the fact, that he committed perjury in his certificate of Service.

He committed perjury by stating under oath that he served document to the petitioner on September 29, 1997, however, evidence shows that documents were mailed to Davis October 1, 1997.

Now he is making decisions for the Massachusetts court system by stating "Petitioner could have asked the court for more time and the court "(which undoubtedly would have been granted)" this statement is far from the truth.

The inferior court would not allow an enlargement of time for a Doctor's Appointment.

Mr. Suslak fortifies the fact that he received anything he wanted from the inferior

courts of Massachusetts while on the other hand everything the petitioner requested from the court was denied clearly revealing that the court failed the petitioner.

VII. HANOVER INSURANCE COMPANY ADMITS THAT THEY FAILED TO ANSWER PETITIONER'S COMPLAINT

Hanover Insurance Company never answered the petitioner's Complaint.

There is nothing in the rule of law that the defendant does not have to answer the complaint because of filing other documents.

Therefore, the inferior court erred in law in not ordering Judgment Against Hanover Insurance Company because of default.

VIII. THE PETITIONER'S ACTION HAS NEVER BEEN RESOLVED IN THE INFERIOR COURTS OF MASSACHUSETTS

This action has never been resolved causing the petitioner additional pain, suffering and monetary losses.

The inferior courts of Massachusetts are completely out of control. Their records are inaccurate, they cannot substantiate entries, entries on docket sheets, documents are not mailed to interest parties of actions taken by the courts.

Seventeen copies and one copy of the original Briefs filed with the clerk of the Supreme Judicial Court For The Commonwealth of Massachusetts very mysteriously disappeared.

For the sake of the public interest it is imperative that the complete judicial system in the Commonwealth of Massachusetts be competely investigated.

The residents of the Commonwealth of Massachusetts have the legal right under the United States Constitution to receive justice in their courts.

IX. HANOVER INSURANCE COMPANY SHOULD BE BAN FROM CONDUCTING BUSINESS IN THE UNITED STATES

Based on the facts and evidence Hanover Insurance Company engaged in fraud, deceit and the obstruction of justice, in order to steal monies from the petitioner, Fred Davis.

Hanover Insurance Company should be ban from conducting business in the United States of America for their unfair and deceptive business practices.

Hanover Insurance Company and its attorney George R. Suslak have made libelous remarks against the petitioner.

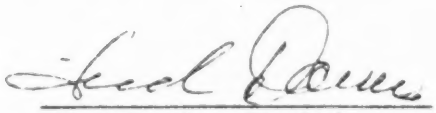
Based on the facts and evidence Hanover Insurance Company should be ban from conducting business in the United States of America in order to protect the public interest.

George R. Suslak should be disbar for his continuing misconduct, violating the Canon Rules, violating the Attorney's Oath and for the libelous remarks he has made against the petitioner, Fred Davis.

CONCLUSION

Based on the foregoing facts and evidence, the petition for Writ of Certiorari should be granted.

Respectfully submitted,



Fred Davis, Petitioner
353 Bryant Street
Malden, Ma 02148
(781) 322-8223